

ADDENDUM TO SETTLEMENT AGREEMENT AND RELEASE

In accordance with Section 5.10 of the Settlement Agreement and Release dated March 5, 2020, among AHRC Home Care Services, Inc. and NYSARC Inc. (“Defendants”) and FRANCISO VILLAR (“Named Plaintiff”) (“Settlement Agreement”), the parties therein, through their respective counsel, agree to amend the Settlement Agreement as follows:

1. Amendment to Paragraph 1.14 of Settlement Agreement

Paragraph 1.14 of the Settlement Agreement shall be deleted and replaced by the following:

Final Approval Order. The Final Approval Order shall mean the order entered by the Court after the Fairness Hearing approving the terms and conditions of this Agreement, distribution of the settlement payments from the Settlement Account, and approval of professional fees and costs. **Following the distribution of settlement checks and the check expiration period, Plaintiff will confidentially submit to the Court copies of all endorsed, deposited and cashed checks, and will publicly file a list of all individuals that endorsed, deposited and cashed their checks. After such filing, the Court will issue an Order dismissing the Litigation with prejudice.**

2. Amendment to Paragraph 2.3(Q) of Settlement Agreement

Paragraph 2.3(Q) of the Settlement Agreement shall be deleted and replaced by the following:

Responsibilities of the Administrator. The Administrator shall be responsible for...

(Q) confirming in writing to Plaintiff’s Counsel and Defense Counsel its completion of the administration of the settlement, including a final report to Defense Counsel setting forth the participation or lack thereof of each Class Member along with images of each endorsed check, **and a list of all individuals that endorsed, deposited or cashed their checks.**

3. Amendment to Paragraph 2.11(B) of Settlement Agreement

Paragraph 2.11(B) of the Settlement Agreement shall be deleted and replaced by the following:

(B) At the Fairness Hearing, the Parties will request that the Court, among other things: (1) approve the settlement and Agreement as fair, reasonable, adequate, and binding on all Class Members who have not timely opted out of the settlement; (2) order the Administrator to distribute the Settlement Checks to the Class Members; (3) order the attorneys’ fees, expenses and costs to be paid to Class Counsel out of the Settlement

Account; (4) order the Administrator's fees and expenses be paid out of the Settlement Account; (5) order the dismissal with prejudice of all Rule 23 Claims by all Class Members who did not opt-out; (6) dismiss FLSA Claims with prejudice for FLSA Collective Members who endorsed their settlement check(s) and/or have filed a consent to join form to join the lawsuit, **following the procedure set forth in Section 1.14**; (7) order entry of Final Dismissal **following the procedure set forth in Section 1.14**; and (8) retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the settlement contemplated thereby.

4. Amendment to Paragraph 4.1(C) of Settlement Agreement

Paragraph 4.1(C) of the Settlement Agreement shall be deleted and replaced by the following:

- (C) All Settlement Checks shall contain, on the back of the check, the following limited endorsement:

"RELEASE OF CLAIMS:

By endorsing this check, I consent to join the case entitled *Villar v. AHRC Home Care Services, Inc., Inc. et al.*, SDNY 18-cv-9174, and I hereby release all of my claims as described in the Settlement Agreement and Release"

Any modification or amendment of the above language by the Class Member, at Defendants' discretion, may not be accepted, and may void the Settlement Check. The Administrator shall provide Defendants signed copies of each Settlement Check after they have been cashed, **together with a list of all individuals that endorsed, deposited or cashed their Settlement Check following the check expiration period, for the parties to file with the Court.**

5. General

(a) This Addendum to the Settlement Agreement may be executed in counterparts and circulated electronically or by facsimile, and all counterparts, taken together, shall constitute one and the same instrument.

[REST OF PAGE LEFT INTENTIONALLY BLANK]

WE AGREE TO THESE TERMS,

**Counsel to the Named Plaintiff,
FLSA Collective Plaintiffs
and Class Members:**

By:

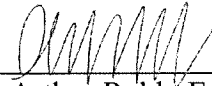

C.K. Lee, Esq.

Dated:

Oct 27, 2020

Counsel to Defendants

By:


Arthur Robb, Esq.

Dated:

10/27/2020